

Charles H. McCrea (NSB #104)
PRHLAW LLC
520 South Fourth Street, Suite 360
Las Vegas, Nevada 89101
charles@prhlawllc.com
T: (702) 834-6166

JENNIFER H. CHUNG, ESQ.*
Texas Bar No. 24087537
*To be admitted pro hac vice
MCDOWELL HETHERINGTON LLP
1001 Fannin St., Suite 2400
Houston, Texas 77002
jennifer.chung@mhllp.com
T: (713) 337-5580 | F: (713) 337-8850

*Attorneys for Defendant NFP Property & Casualty
Services, Inc.*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

DIVINE WELLNESS, LLC, a Nevada Limited
Liability Company, d/b/a ELEVATED SAUNA
& CRYOTHERAPY STUDIO,

Plaintiff,

v.

NFP PROPERTY & CASUALTY SERVICES,
INC., a foreign corporation; and
TRANSPORTATION INSURANCE
COMPANY, a foreign business entity.

Defendants.

CASE NO:

PETITION FOR REMOVAL

Defendant NFP Property & Casualty Services, Inc. ("NFP") hereby files this Notice of Removal pursuant to 28 U.S.C. §§ 1332, 1441, and would show the Court as follows:

I. COMMENCEMENT AND SERVICE

On October 19, 2023, Plaintiff Divine Wellness, LLC, d/b/a Elevated Sauna & Cryotherapy Studio ("Plaintiff") commenced this action against NFP and Transportation Insurance Company by filing Plaintiff's Petition in the District Court of Clark County, Nevada, Cause No. A-23-879968-C, styled *Divine*

1 *Wellness, LLC, a Nevada Limited Liability Company, d/b/a/ Elevated Sauna & Cryotherapy Studio v. NFP*
 2 *Property & Casualty Services, Inc., a foreign corporation; Transportation Insurance Company, a foreign*
 3 *business entity* (“State Court Action”).¹

4 NFP has not yet been served with process but has obtained access to the initial pleading.

5 This Notice of Removal is timely filed within thirty days of the receipt of Plaintiff’s Petition,
 6 pursuant to 28 U.S.C. § 1446(b). This Notice of Removal is also filed within one year of the
 7 commencement of this action, and is thus timely pursuant to 28 U.S.C. § 1446(c).

8 **II. GROUND FOR REMOVAL**

9 NFP is entitled to remove the entire state court matter to this Court pursuant to 28 U.S.C. § 1332
 10 because this action is a civil action involving diversity of citizenship and an amount in controversy
 11 exceeding \$75,000.00.

12 Removal of the entire state court matter to this Court is also proper under 28 U.S.C. § 1441(a) and
 13 1446(a) because the Court’s district and division embraces the pending state court action in the 8th Judicial
 14 District Court, in and for Clark County, Nevada.

15 **III. DIVERSITY JURISDICTION**

16 This is an action with complete diversity of citizenship between the Parties.

17 Based upon the allegations in the Complaint, Plaintiff is a Nevada Limited Liability Company and
 18 has its principal place of business in Henderson, Clark County, Nevada. Limited liability companies have
 19 the citizenship of each of its owners and members. *Johnson v. Columbia Properties Anchorage, LP*, 437
 20 F.3d 894, 902 (9th Cir. 2006). Plaintiff’s sole managing member is listed as Jennifer Stuart, whose address
 21 is 2790 Gullane Street, Las Vegas, Nevada 89142. As such, she is domiciled in and is a resident of Nevada.
 22 Plaintiff is therefore a citizen of Nevada within the meaning and intent of 28 U.S.C. § 1332.

23 NFP is incorporated in the State of New York with its principal place of business located in
 24 Glendale, Arizona. NFP is therefore a citizen of New York and Arizona within the meaning and intent of
 25 38 U.S.C. § 1332.

26
 27 ¹ See Exhibit 2, Complaint.
 28

According to the Complaint, Plaintiff is seeking general damages in excess of \$15,000, consequential damages in excess of \$15,000, incidental damages in excess of \$15,000, actual damages in excess of \$15,000, punitive damages and exemplary damages in excess of \$15,000 and attorneys' fees.² Attorneys' fees can be included in the amount in controversy where authorized by statute. *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998). Nevada law allows for an award of attorneys' fees to a prevailing party by statute. N.R.S. § 18.010. Also, Plaintiff asserts a cause of action for declaratory relief. Under the Federal Declaratory Judgment Act, attorneys' fees may be awarded as damages. 28 U.S.C. § 2202. As such, adding the minimum damages pled under each item of damages and considering the request for attorneys' fees, the amount in controversy exceeds \$75,000.

While NFP denies Plaintiff's allegations and all liability, and specifically denies that Plaintiff is entitled to any damages whatsoever, it is established on the face of the Complaint that the amount in controversy exceeds \$75,000.

Therefore, this Court has jurisdiction under 28 U.S.C. 1332, and this action is properly removable pursuant to 28 U.S.C. § 1441(b).

Venue lies in the United States District Court for the District of Nevada pursuant to 28 U.S.C. §§ 1441(a) and 1446(a), because Plaintiff filed the state court action in this judicial district and division.

3

PETITION FOR REMOVAL

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IV. NOTICE

NFP will give notice of the filing of this Notice of Removal to all parties of record pursuant to 28 U.S.C. § 1446(d). NFP will also file with the clerk of the state court and will serve upon Plaintiff's counsel a notice of the filing of this notice of removal.

V. CONSENT TO REMOVAL

At the time of filing of this removal, Transportation Insurance Company has not been properly served.³ Therefore, its consent is not required pursuant to 28 U.S.C. § 1446(b)(2)(A).

VI. JURY DEMAND

Plaintiff demanded a jury in its Complaint.

VII. STATE COURT PLEADINGS

Copies of all state court pleadings and orders are attached to this Notice of Removal.

VIII. EXHIBITS TO NOTICE OF REMOVAL

The following documents are attached to this Notice as correspondingly numbered exhibits:

Exhibit 1: Copy of State Court Docket Sheet

Exhibit 2: Complaint

Exhibit 3: Initial Appearance Fee Disclosure

IX. CONCLUSION

WHEREFORE, Defendant NFP Property & Casualty Services Inc., pursuant to the statutes cited herein and in conformity with the requirements set forth in 28 U.S.C. §§ 1331, 1441(a), (c), and 1446, removes this action from the District Court of Clark County, Nevada, to this Court.

DATE: November 3, 2023.

By: Charles H. McCrea
Charles H. McCrea (NSB #104)
PRHLAW LLC
520 South Fourth Street, Suite 360
Las Vegas, Nevada 89101

⁸ The docket sheet, Exhibit 1, reflects no request for issuance of any summons and does not include proof of service of process.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served on the 7th day of November 2023 on the following counsel of record by certified mail, return receipt requested:

Judd J. Balmer, Esq., Ltd.
170 S. Green Valley Parkway, Suite 300
Henderson, Nevada 89012

Charles H. McCrea
Charles H. McCrea

EXHIBIT 1

State Court Docket Sheet

Case Information

A-23-879968-C | Divine Wellness LLC, Plaintiff(s) vs. NFP Property & Casualty Services Inc, Defendant(s)

Case Number	Court	Judicial Officer
A-23-879968-C	Department 5	Barisich, Veronica M.
File Date	Case Type	Case Status
10/19/2023	Negligence - Other Negligence	Open

Party

Plaintiff	Active Attorneys ▼
Divine Wellness LLC	Lead Attorney
Aliases	Balmer, Judd J.
DBA Elevated Sauna & Cryotherapy Studio	Retained
Defendant	
NFP Property & Casualty Services Inc	
Defendant	
Transporation Insurance Company	

Events and Hearings

10/19/2023 Complaint ▼
Complaint - COMP (CIV)

10/19/2023 Initial Appearance Fee Disclosure ▼

Initial Appearance Fee Disclosure - IAFD (CIV)

Comment

[2] Initial Appearance Fee Disclosure

Financial

Divine Wellness LLC

Total Financial Assessment

\$270.00

Total Payments and Credits

\$270.00

10/19/2023 Transaction
Assessment

\$270.00

10/19/2023 Efile Payment

Receipt # 2023-88890-
CCCLK

Divine Wellness, LLC, d/b/a
Elevated Sauna &
Cryotherapy Studio

(\$270.00)

Documents

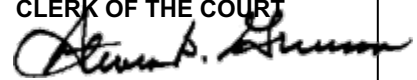
Complaint - COMP (CIV)

Initial Appearance Fee Disclosure - IAFD (CIV)

EXHIBIT 2

Complaint

Electronically Filed
10/19/2023 11:38 PM
Steven D. Grierson
CLERK OF THE COURT



COMP
JUDD J. BALMER, ESQ.
NEVADA BAR NO. 006212
JUDD J. BALMER, ESQ., LTD.
A Nevada Professional Corporation
170 S. Green Valley Parkway, Suite 300
Henderson, Nevada 89012
T: (702) 642-4200
F: (702) 642-4300
E: jbalmer@balmerlawfirm.com
Attorney for Plaintiff DIVINE WELLNESS, LLC,
a Nevada Limited Liability Company, d/b/a
ELEVATED SAUNA & CRYOTHERAPY STUDIO

CASE NO: A-23-879968-C
Department 5

**DISTRICT COURT
CLARK COUNTY, NEVADA**

DIVINE WELLNESS, LLC, a Nevada
Limited Liability Company, d/b/a
ELEVATED SAUNA & CRYOTHERAPY
STUDIO;

Case No.:
Dept. No.:

COMPLAINT

Plaintiff,

v.

NFP PROPERTY & CASUALTY SERVICES,
INC., a foreign corporation;
TRANSPORTATION INSURANCE
COMPANY, a foreign business entity; DOES I
through XXX, inclusive; DOES I through
XXX, inclusive,

JURY TRIAL DEMANDED

**(Arbitration Exemption Claimed:
Declaratory Relief)**

Defendants.

COMES NOW, Plaintiff DIVINE WELLNESS, LLC, a Nevada Limited Liability Company,
d/b/a ELEVATED SAUNA & CRYOTHERAPY STUDIO, by and through its attorney of record,
JUDD J. BALMER, ESQ., LTD., A Nevada Professional Corporation, and hereby complains and
alleges as follows:

I.

PARTIES, VENUE AND JURISDICTION

1. At all times relevant herein, Plaintiff DIVINE WELLNESS, LLC, a Nevada Limited
Liability Company, d/b/a ELEVATED SAUNA & CRYOTHERAPY STUDIO ("DIVINE

1 WELLNESS”), was and is a Nevada limited liability company with its principal place of business
2 in Henderson, Clark County, Nevada.

3 2. At all times relevant herein, Defendant NFP PROPERTY & CASUALTY
4 SERVICES, INC. (“NFP”), was a foreign corporation doing business as an insurance agent and
5 broker in Clark County, Nevada. Defendant NFP acted as insurance broker for Plaintiff DIVINE
6 WELLNESS and insurance agent for Defendant TRANSPORTATION INSURANCE COMPANY.

7 3. At all times relevant herein, Defendant TRANSPORTATION INSURANCE
8 COMPANY (“TRANSPORATION”), a foreign business entity, was a CNA-affiliated underwriting
9 company, operating in Nevada as a casualty insurer and writing casualty insurance policies to
10 insureds in Nevada, including Plaintiff DIVINE WELLNESS. TRANSPORTATION writes
11 casualty insurance policies in Clark County, Nevada, and, at all times relevant herein, was Plaintiff
12 DIVINE WELLNESS’s casualty insurance carrier.

13 4. At all times relevant herein, DOE and ROE Defendants were doing business in the
14 State of Nevada, as insurance brokers, insurance professionals, insurance underwriters and/or
15 insurance companies. Said Defendants held themselves out to the public at large, and Plaintiff
16 DIVINE WELLNESS in particular, to be insurance brokers, insurance professionals, insurance
17 underwriters and/or insurance companies, skilled in the selection of insurance policies, placement
18 of insurance coverage, and/or underwriting for casualty and liability insurance policies for
19 commercial entities in Nevada, such as Plaintiff DIVINE WELLNESS. At all times relevant herein,
20 and upon information and belief, one or more of said Defendants were (a) subcontractor(s) and/or
21 agents of Defendant NFP and/or Defendant TRANSPORTATION. The true names or capacities,
22 whether individual, corporate, associate or otherwise, of said DOE and ROE Defendants are
23 unknown to Plaintiff, who, therefore, sues said Defendants by such fictitious names. Plaintiff is
24 informed and believes and thereon alleges that each of the Defendants designated herein as DOE or
25 ROE is legally responsible in some manner for the events and happenings referred to and legally
26 and proximately caused injury and damages thereby to Plaintiff as herein alleged. Plaintiff will seek
27 leave of the Court to amend this Complaint to insert the true names and capacities of said DOE and
28 ROE Defendants when the same have been ascertained, and to join such Defendants in the action.

5. This Court has jurisdiction in this matter because, among other things, this Complaint
stems from damage sustained by Plaintiff in the State of Nevada. Venue is proper in Clark County,

1 Nevada, pursuant to NRS 13.050(1) because both Defendant NFP and Defendant
2 TRANSPORTATION regularly conduct business in Clark County, Nevada.

3 6. Plaintiff has timely brought this action well within all applicable limitation periods
4 under Nevada law.

5 **II.**

6 **FACTUAL ALLEGATIONS**

7 7. At all times relevant herein, Plaintiff DIVINE WELLNESS has operated a sauna and
8 cryotherapy studio in Henderson, Clark County, Nevada. At all times relevant herein, Defendant
9 NFP and Defendant TRANSPORTATION have been on notice of the nature of Plaintiff's business
10 operations, including cryotherapy, and the equipment utilized in the course and scope of Plaintiff's
11 business operations.

12 8. In order to protect its sauna and cryotherapy business from third party casualty and
13 liability claims arising in the operation of Plaintiff DIVINE WELLNESS's business, Plaintiff
14 DIVINE WELLNESS hired Defendant NFP, an insurance brokerage, to procure appropriate
15 casualty and liability insurance coverage for the sauna and cryotherapy studio, including casualty
16 and liability insurance against customer personal injury claims arising out of cryotherapy services
17 and equipment.

18 9. NFP represented to DIVINE WELLNESS that it and each of its brokers had superior
19 skills, expertise and knowledge of commercial property insurance above and beyond those of an
20 ordinary insurance agency. NFP further represented that it would competently and fully assess the
21 insurance needs of Plaintiff DIVINE WELLNESS and procure an adequate insurance policy
22 covering Plaintiff DIVINE WELLNESS for casualty and liability, including third party claims for
23 personal injury, arising out of the operation of Plaintiff's sauna and cryotherapy studio and
24 specifically arising out of cryotherapy services and equipment.

25 10. It is alleged upon information and belief that at all times relevant herein, NFP was a
26 legal agent of TRANSPORTATION for purposes of applying for and selling TRANSPORTATION
27 insurance policies. It is further alleged upon information and belief that NFP's relationship with
28 TRANSPORTATION involves training, education, and incentive plans to NFP.

11. Plaintiff DIVINE WELLNESS specifically informed NFP in writing that Plaintiff
DIVINE WELLNESS offered use of its cryotherapy equipment to customers in the regular course

1 of its business. Furthermore, Plaintiff DIVINE WELLNESS confirmed its casualty and liability
2 insurance requests in writing to NFP. NFP agreed to procure adequate and appropriate casualty
3 and liability insurance for Plaintiff DIVINE WELLNESS's sauna and cryotherapy studio business,
4 including protection against injury claims made by customers arising out of cryotherapy.

5 12. Based on these representations, Plaintiff DIVINE WELLNESS requested, and
6 Defendant NFP agreed to procure, adequate and appropriate casualty and liability insurance for
7 Plaintiff DIVINE WELLNESS's sauna and cryotherapy business.

8 13. Based on these representations and agreements, independently and collectively, NFP
9 assumed and undertook a duty of care to ensure the insurance procured was adequate and satisfied
10 Plaintiff DIVINE WELLNESS's insurance requirements.

11 14. Defendant NFP, acting as both an insurance broker for Plaintiff DIVINE
12 WELLNESS and an agent for TRANSPORTATION, caused TRANSPORTATION to issue a
13 casualty and liability insurance policy covering Plaintiff DIVINE WELLNESS's sauna and
14 cryotherapy business. Despite TRANSPORTATION's later contention that NFP failed to properly
15 place casualty and liability insurance coverage for Plaintiff DIVINE WELLNESS's cryotherapy
16 services, NFP represented to Plaintiff DIVINE WELLNESS at the time of casualty and liability
17 insurance coverage placement that casualty and liability for Plaintiff DIVINE WELLNESS's
18 cryotherapy services were covered under the TRANSPORTATION casualty and liability insurance
19 policy selected, recommended, and procured by Defendant NFP for Plaintiff DIVINE WELLNESS.

20 15. In response to NFP's request for casualty and liability insurance coverage for
21 Plaintiff DIVINE WELLNESS's sauna and cryotherapy studio business, TRANSPORTATION
22 issued to Plaintiff DIVINE WELLNESS a Businessowners Liability insurance policy, Policy No. B
23 6021190421, effective July 27, 2021, to July 27, 2022, providing \$1 million limit of insurance for
24 liability and medical expense - each occurrence, \$10,000 medical expense limit - per person, and \$2
25 million limit for general aggregate (the "Policy").

26 16. Plaintiff DIVINE WELLNESS relied upon NFP's representations and responses to
27 its requests that the Policy covered Plaintiff DIVINE WELLNESS's sauna and cryotherapy studio
28 business for liability related to the cryotherapy services offered to customers. NFP repeatedly
confirmed to Plaintiff DIVINE WELLNESS that the Policy provided Plaintiff DIVINE
WELLNESS business casualty and liability coverage for cryotherapy services.

1 17. A cryotherapy customer of Plaintiff DIVINE WELLNESS, Antonella Maddalena
2 (“Maddalena”), alleges that on or about October 20, 2021, she suffered injuries in Plaintiff DIVINE
3 WELLNESS’s cryotherapy chamber. Following October 20, 2021, Maddalena made a liability
4 claim against Plaintiff DIVINE WELLNESS for her alleged personal injuries.

5 18. After Maddalena asserted her liability claims against Plaintiff DIVINE WELLNESS
6 for personal injuries, Plaintiff DIVINE WELLNESS timely tendered Maddalena’s injury claims to
7 NFP and TRANSPORTATION for defense and indemnity under the Policy. At the time of
8 Maddalena’s alleged injury in the cryotherapy chamber at Plaintiff DIVINE WELLNESS’s sauna
9 and cryotherapy studio and at the time Plaintiff DIVINE WELLNESS tendered Maddalena’s injury
10 liability claim to TRANSPORTATION, Plaintiff DIVINE WELLNESS had satisfied its obligations
under the Policy and had paid all required insurance premiums for the Policy.

11 19. After receiving notice of Maddalena’s claims, TRANSPORTATION improperly
12 denied liability insurance coverage to Plaintiff DIVINE WELLNESS, contending that the Policy
13 selected and placed by NFP with TRANSPORTATION did not cover Plaintiff DIVINE
14 WELLNESS’s cryotherapy services to customers, leaving Plaintiff DIVINE WELLNESS without
15 defense and indemnity against Maddalena’s liability claim that alleges personal injuries.

16 20. On July 26, 2022, Maddalena filed a lawsuit against Plaintiff DIVINE WELLNESS
17 in Clark County, Nevada, styled *Maddalena v. Divine Wellness, LLC, d/b/a Elevated Sauna &*
18 *Cryotherapy Studio, et al.*, Case No. A-22-855964-C (the “Lawsuit”), seeking damages for personal
19 injury relating to Plaintiff DIVINE WELLNESS’s cryotherapy chamber. Again, Plaintiff DIVINE
20 WELLNESS timely tendered to NFP and TRANSPORTATION notice of Maddalena’s Lawsuit.
21 Again, TRANSPORTATION improperly denied liability insurance coverage to Plaintiff DIVINE
22 WELLNESS, contending that the Policy selected and placed by NFP with TRANSPORTATION
23 did not cover Plaintiff DIVINE WELLNESS’s cryotherapy services to customers, leaving Plaintiff
24 DIVINE WELLNESS without defense and indemnity against Maddalena’s Lawsuit that alleges
personal injuries.

25 21. TRANSPORTATION contends that NFP failed to procure the appropriate liability
26 coverage from TRANSPORTATION for Plaintiff DIVINE WELLNESS’s cryotherapy services.

27 22. To the extent that TRANSPORTATION’s refusal to defend and indemnify Plaintiff
28 DIVINE WELLNESS under the Policy is correct, NFP is liable for the Policy benefits that Plaintiff

1 DIVINE WELLNESS would and should have recovered, including the defense and indemnity
2 against Maddalena's personal injury claim and Lawsuit.

3 23. To the extent that TRANSPORTATION's refusal to defend and indemnify Plaintiff
4 DIVINE WELLNESS under the Policy is correct, TRANSPORTATION is liable as a principal for
5 NFP's negligence.

6 24. As a result of the conduct of each of the Defendants noted above, Plaintiff DIVINE
7 WELLNESS has experienced substantial damage and losses, has been deprived of a defense and
8 indemnity of Maddalena's claim and Lawsuit for personal injury, has been severely impeded in its
9 ability to sell its business, and is suffering other general, special, consequential, incidental, and
10 actual damages, including the costs of legal counsel, litigation costs, danger of adverse judgment,
11 and other damages.

12 **III.**

13 **FIRST CLAIM FOR RELIEF**

14 **(Reformation – Plaintiff DIVINE WELLNESS Against TRANSPORTATION and DOES I- X and ROES I-X)**

15 25. Plaintiff DIVINE WELLNESS realleges and incorporates herein each and every
16 allegation set forth in Sections I and II of this Complaint, as well as each and every allegation
17 contained in every other Claim for Relief, as if set forth in full herein.

18 26. Plaintiff DIVINE WELLNESS and TRANSPORTATION, in return for a
19 commercially reasonable premium, intended that Plaintiff DIVINE WELLNESS's sauna and
20 cryotherapy studio business be insured against liability for personal injuries related to customers'
21 use of Plaintiff DIVINE WELLNESS's cryotherapy services and equipment, including defense and
22 indemnity protection against personal injury claims made by cryotherapy customers such as
23 Maddalena.

24 27. If TRANSPORTATION's contentions are correct, Plaintiff DIVINE WELLNESS
25 and TRANSPORTATION did not insure, despite the parties' intention to do so, Plaintiff DIVINE
26 WELLNESS's sauna and cryotherapy studio business against liability for personal injuries related
27 to customers' use of Plaintiff DIVINE WELLNESS's cryotherapy services and equipment, and did
28 not provide for, despite the parties' intention that it do so, Plaintiff DIVINE WELLNESS defense
and indemnity protection against injury claims made by cryotherapy customers.

30. As a result, Plaintiff DIVINE WELLNESS is entitled to an immediate order reforming the Policy to provide Plaintiff DIVINE WELLNESS with liability insurance coverage, including defense and indemnity, for Maddalena's personal injury claims and Lawsuit against Plaintiff DIVINE WELLNESS.

SECOND CLAIM FOR RELIEF

31. Plaintiff DIVINE WELLNESS realleges and incorporates herein each and every allegation set forth in Sections I and II of this Complaint, as well as each and every allegation contained in every other Claim for Relief, as if set forth in full herein.

33. NFP agreed to procure casualty insurance for Plaintiff DIVINE WELLNESS against liability for personal injuries arising out of Plaintiff DIVINE WELLNESS's operation of its sauna and cryotherapy studio, including, specifically, against liability for personal injuries arising out of customers' use of Plaintiff DIVINE WELLNESS's cryotherapy services and equipment.

-7-

37. Plaintiff DIVINE WELLNESS relied on the representations and promises by NFP.

39. As a proximate result of the aforementioned unreasonable and negligent conduct, Plaintiff DIVINE WELLNESS has suffered uninsured losses and will continue to suffer general, special, consequential, incidental, and actual damages in excess of Fifteen Thousand Dollars (\$15,000.00) and in an amount to be determined at the time of trial, including attorneys' fees, litigation costs, risk of adverse judgment and related damages, loss of opportunity damages associated with the inability to sell its business due to the NFP's and TRANSPORTATION's refusal to defend and indemnify Plaintiff DIVINE WELLNESS against Maddalena's claims and Lawsuit, and other damages in the process of pursuing coverage.

THIRD CLAIM FOR RELIEF

40. Plaintiff DIVINE WELLNESS realleges and incorporates herein each and every allegation set forth in Sections I and II of this Complaint, as well as each and every allegation contained in every other Claim for Relief, as if set forth in full herein.

42. The Maddalena personal injury claims and Lawsuit are covered under the Policy and not excluded thereby, because TRANSPORTATION had actual and/or constructive knowledge that Plaintiff DIVINE WELLNESS's sauna and cryotherapy studio business offered to customers

1 cryotherapy services and equipment for which Plaintiff DIVINE WELLNESS requested and
 2 expected liability insurance coverage at the time of application, at the time of Policy issuance, and
 3 thereafter, waiving the applicable Policy conditions and exclusions. To the extent that
 4 TRANSPORTATION did not waive those conditions and exclusions, they are unenforceable due to
 5 estoppel and any other legally cognizable theory due to TRANSPORTATION's knowledge of the
 6 foregoing facts.

7 43. Plaintiff DIVINE WELLNESS complied with all conditions and requirements under
 8 the Policy, except those which are unenforceable as a matter of law.

9 44. TRANSPORTATION breached the Policy by failing to provide defense and
 10 indemnity against Maddalena's claims and Lawsuit, and by failing to pay fairly, properly, and fully
 11 all amounts due on account of Maddalena's claims in Lawsuit, including as discussed above.

12 45. As a direct and proximate result, Plaintiff DIVINE WELLNESS was and is without
 13 sufficient insurance coverage for Maddalena's claims and Lawsuit as contemplated under the Policy,
 14 and suffered other general, special, consequential, incidental, and actual damages in excess of
 15 Fifteen Thousand Dollars (\$15,000.00) and in an amount to be determined at the time of trial,
 16 including attorneys' fees, litigation costs, risk of adverse judgment and related damages, loss of
 17 opportunity damages associated with the inability to sell its business due to the NFP's and
 18 TRANSPORTATION's refusal to defend and indemnify Plaintiff DIVINE WELLNESS against
 19 Maddalena's claims and Lawsuit, and other damages in the process of pursuing coverage.

20 VI.

21 FOURTH CLAIM FOR RELIEF

22 **(Breach of the Implied Covenant of Good Faith and Fair Dealing – Plaintiff DIVINE 23 WELLNESS Against TRANSPORTATION and DOES I-X and ROES I-X)**

24 46. Plaintiff DIVINE WELLNESS realleges and incorporates herein each and every
 25 allegation set forth in Sections I and II of this Complaint, as well as each and every allegation
 26 contained in every other Claim for Relief, as if set forth in full herein.

27 47. A valid and enforceable contract, the Policy, existed between Plaintiff DIVINE
 28 WELLNESS and TRANSPORTATION.

48. Plaintiff DIVINE WELLNESS complied with all conditions and requirements of
 them under the Policy, except those which are unenforceable as a matter of law.

1 49. Arising out of the contract, TRANSPORTATION owed Plaintiff DIVINE
2 WELLNESS a duty of good faith and fair dealing.

3 50. TRANSPORTATION breached that duty by, *inter alia*:

- 4 a) Consciously and unreasonably withholding Policy benefits due;
- 5 b) Consciously and unreasonably delaying Policy benefits due;
- 6 c) Consciously and unreasonably failing to thoroughly and fairly investigate all
7 information reasonably available to it;
- 8 d) Consciously and unreasonably refusing to fully investigate Maddalena's claims
9 and Lawsuit in good faith;
- 10 e) Consciously and unreasonably refusing to give Plaintiff DIVINE WELLNESS's
11 interests at least as much as its own;
- 12 f) Consciously and unreasonably failing to adopt and implement reasonable or
13 proper standards for the prompt and fair investigation of the Maddalena's claims
14 and Lawsuit;
- 15 g) Consciously and unreasonably taking a position on coverage under the POLICY
16 for Maddalena's claims and Lawsuit that is contrary to the clear terms of the
17 Policy itself; and
- 18 h) Consciously and unreasonably refusing to comply with applicable insurance
19 industry standards and laws.

20 51. TRANSPORTATION's conduct included unfair and deceptive acts or practices in
21 violation of NRS 686A.310, and unfair methods of competition as part of a pattern and practice of
22 improper claims administration.

23 52. As a direct and proximate cause of TRANSPORTATION's actions, Plaintiff
24 DIVINE WELLNESS has been damaged as set forth above, including, to wit: as a direct and
25 proximate result, Plaintiff DIVINE WELLNESS was and is without sufficient insurance coverage
26 for Maddalena's claims and Lawsuit as contemplated under the Policy, and suffered other general,
27 special, consequential, incidental, and actual damages in excess of Fifteen Thousand Dollars
28 (\$15,000.00) and in an amount to be determined at the time of trial, including attorneys' fees,
litigation costs, risk of adverse judgment and related damages, loss of opportunity damages
associated with the inability to sell its business due to the NFP's and TRANSPORTATION's refusal

1 to defend and indemnify Plaintiff DIVINE WELLNESS against Maddalena's claims and Lawsuit,
2 and other damages in the process of pursuing coverage.

3 53. The above outrageous actions were done by TRANSPORTATION oppressively,
4 fraudulently, and/or with malice, expressed or implied, with a willful, wanton and/or conscious
5 disregard for the safety of others, and thereby Plaintiff DIVINE WELLNESS is entitled to punitive
6 damages in excess of Fifteen Thousand Dollars (\$15,000.00). In addition, punitive damages should
7 be awarded against TRANSPORTATION as its managerial agents authorized the dealing and
8 manner of said TRANSPORTATION's agents, employees, or servants aforementioned acts; and/or
9 TRANSPORTATION's agents, servants, or employees were not fit or properly trained for their
10 designated responsibilities relating to Plaintiffs; and/or TRANSPORTATION's agents, servants, or
11 employees were employed in a managerial capacity and were acting in the scope of employment at
12 the time of the aforementioned acts; and/or TRANSPORTATION and/or its managerial agents
13 ratified or approved the aforementioned acts of TRANSPORTATION's agents, servants, or
14 employees.

14 VII.

15 FIFTH CLAIM FOR RELIEF

16 **(DECLARATORY RELIEF – Plaintiff DIVINE WELLNESS Against TRANSPORTATION**
17 **and DOES I-X and ROES I-X)**

18 54. Plaintiff DIVINE WELLNESS realleges and incorporates herein each and every
19 allegation set forth in Sections I and II of this Complaint, as well as each and every allegation
20 contained in every other Claim for Relief, as if set forth in full herein.

21 55. Based upon and as a result of all the foregoing, Plaintiff DIVINE WELLNESS is
22 entitled to declaratory relief against TRANSPORTATION in the form of an order requiring
23 TRANSPORTATION to immediately provide Plaintiff DIVINE WELLNESS with liability
24 insurance coverage, including defense and indemnity, for Maddalena's personal injury claims and
25 Lawsuit against Plaintiff DIVINE WELLNESS.

26 56. Furthermore, based upon and as a result of all the foregoing, Plaintiff DIVINE
27 WELLNESS is entitled to declaratory relief against TRANSPORTATION in the form of an order
28 requiring TRANSPORTATION to immediately pay to Plaintiff DIVINE WELLNESS damages
directly and proximately caused by TRANSPORTATION's malfeasance, to wit: general, special,

consequential, incidental, and actual damages in excess of Fifteen Thousand Dollars (\$15,000.00) and in an amount to be determined at the time of trial, including attorneys' fees, litigation costs, risk of adverse judgment and related damages, loss of opportunity damages associated with the inability to sell its business due to the NFP's and TRANSPORTATION's refusal to defend and indemnify Plaintiff DIVINE WELLNESS against Maddalena's claims and Lawsuit, and other damages in the process of pursuing coverage.

VIII.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff DIVINE WELLNESS, expressly reserving the right to amend this Complaint at the time of trial of this action herein to include all items of damage not yet ascertained, hereby demands judgment against Defendants, and each of them, as jointly and severally liable tortfeasors to the extent allowed herein by the facts and law, as follows:

1. An immediate order reforming the Policy to provide Plaintiff DIVINE WELLNESS with liability insurance coverage, including defense and indemnity, for Maddalena's personal injury claims and Lawsuit against Plaintiff DIVINE WELLNESS, as set forth above;
2. Declaratory relief against TRANSPORTATION in the form of an order requiring TRANSPORTATION to immediately provide Plaintiff DIVINE WELLNESS with liability insurance coverage, including defense and indemnity, for Maddalena's personal injury claims and Lawsuit against Plaintiff DIVINE WELLNESS, as set forth above;
3. For general damages in excess of in excess of Fifteen Thousand Dollars (\$15,000.00), as set forth above;
4. For special damages according to proof, as set forth above;
5. For consequential damages in excess of in excess of Fifteen Thousand Dollars (\$15,000.00), as set forth above;
6. For incidental damages in excess of in excess of Fifteen Thousand Dollars (\$15,000.00), as set forth above;
7. For actual damages in excess of Fifteen Thousand Dollars (\$15,000.00), as set forth above;

1 8. For punitive and exemplary damages in excess of in excess of Fifteen Thousand
2 Dollars (\$15,000.00), as set forth above;

3 9. For pre-judgment interest;

4 10. For reasonable attorneys' fees and costs of suit;

5 11. For all allowable statutory damages and remedies against Defendants, as set forth
6 above, including attorneys' fees, costs, pre-judgment interest, and post-judgment interest, all
7 according to proof; and

8 12. For any additional and further relief as may be deemed appropriate by the Court.

9
10 DATED this 19th day of October, 2023.

11 JUDD J. BALMER, ESQ., LTD.
12 *A Nevada Professional Corporation*

13 /s/ Judd J. Balmer

14 By: _____

15 JUDD J. BALMER, ESQ.
16 Nevada Bar No. 006212
17 170 S. Green Valley Parkway, Suite 300
18 Henderson, Nevada 89012
19 T: (702) 642-4200
20 F: (702) 642-4300
21 E: jbalmer@balmerlawfirm.com
22 Attorney for Plaintiff *DIVINE WELLNESS, LLC,*
23 *a Nevada Limited Liability Company, d/b/a*
24 *ELEVATED SAUNA & CRYOTHERAPY STUDIO*
25
26
27
28

EXHIBIT 3

Initial Appearance Fee Disclosure

Electronically Filed
10/19/2023 11:38 PM
Steven D. Grierson
CLERK OF THE COURT



IAFD
JUDD J. BALMER, ESQ.
NEVADA BAR NO. 006212
JUDD J. BALMER, ESQ., LTD.
A Nevada Professional Corporation
170 S. Green Valley Parkway, Suite 300
Henderson, Nevada 89012
T: (702) 642-4200
F: (702) 642-4300
E: jbalmer@balmerlawfirm.com
Attorneys for Defendant Divine Wellness, LLC,
d/b/a Elevated Sauna & Cryotherapy Studio

CASE NO: A-23-879968-C
Department 5

**DISTRICT COURT
CLARK COUNTY, NEVADA**

DIVINE WELLNESS, LLC, a Nevada Limited
Liability Company, d/b/a ELEVATED SAUNA &
CRYOTHERAPY STUDIO;

Plaintiff,

v.

NFP PROPERTY & CASUALTY SERVICES,
INC., a foreign corporation; TRANSPORTATION
INSURANCE COMPANY, a foreign business
entity; DOES I through XXX, inclusive; ROES I
through XXX, inclusive,

Defendants.

Case No.:

Dept. No.:

**INITIAL APPEARANCE FEE
DISCLOSURE**

Pursuant to NRS Chapter 19, as amended by Senate bill 106, filing fees are submitted for
parties appearing in the above entitled action as indicated below:

DIVINE WELLNESS, LLC, d/b/a ELEVATED SAUNA & CRYOTHERAPY STUDIO: \$270.00

TOTAL REMITTED: (Required) \$270.00

DATED this 19th day of October, 2023.

JUDD J. BALMER, ESQ., LTD.
A Nevada Professional Corporation

By: /s/ Judd J. Balmer

JUDD J. BALMER, ESQ.
Nevada Bar No. 006212
170 S. Green Valley Parkway, Suite 300
Henderson, Nevada 89012
T: (702) 642-4200
F: (702) 642-4300
E: jbalmer@balmerlawfirm.com
Attorneys for Defendant Divine Wellness, LLC,
d/b/a Elevated Sauna & Cryotherapy Studio

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DIVINE WELLNESS, LLC

(b) County of Residence of First Listed Plaintiff Clark County, Nevada
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Judd J. Balmer, Esq., Ltd., 170 S. Green Valley Parkway,
Suite 300, Henderson, Nevada 89012 | Tel 702-642-4200

DEFENDANTS

NFP PROPERTY & CASUALTY SERVICES, INC.

County of Residence of First Listed Defendant New York and Arizona
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Charles H. McCrea, Esq., PRHLAW LLC, 520 S. 4th St., Ste
360, Las Vegas, Nevada 89101 | Tel 702-834-6166

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Sec. 1332

Brief description of cause:
Breach of insurance contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
Excess of \$75,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

November 7, 2023

SIGNATURE OF ATTORNEY OF RECORD

/s/Charles H. Mc/Crea (NSB #104)

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.